

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR 2000-2001**

Registrant: TRI STATE MOTOR TRANSIT CO
Attn: Gary Vernon
PO Box 113
Joplin, MO 64802-0113

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060900 001 0461

Issued: 06/12/00
Reissued: 06/20/00

Expires: 06/30/01

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with RSPA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration

requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, DHM-60 Research and Special Programs Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109

ENDORSEMENT #11
ENDORSEMENT FOR

MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease in any form, including death, resulting from any of these:

ENVIRONMENTAL RESTORATION means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance is afforded for public liability while engaged in the course of their employment or property transported by the insured, designated as

and in the policy, this company from liability irrespective of the terms, conditions and limitations in the policy and limitations in the policy made by the company, and for any other reason except

judgment recovered from any court of competent jurisdiction

separately to each motor vehicle involved in the accident.

as indicated by "X",

of \$ _____ for

of \$4,000,000 for

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company or from the payment of any final judgment, within the limits of liability herein described, financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions of the policy to which the endorsement is attached shall remain in full force and effect as to the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy or payment that the company would not have been obligated to make under the provisions of the policy or for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment against the insured as provided herein, the judgment creditor may maintain an action in competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply to each accident and any payment under the policy or endorsement shall not be a credit against the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance for the limits shown:

- ☐ This insurance is primary and the company shall not be liable for amounts in excess of the underlying limit of \$1,000,000 for each accident.
- ☒ This insurance is excess and the company shall not be liable for amounts in excess of the underlying limit of \$1,000,000 for each accident.

Whenever required by the FHWA or the ICC the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephonic request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: 617-330-8264

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.).

Issued to Tri-State Motor Transit Co. of Joplin, MO
Dated at 200 State Street Boston, MA this 14th day of December, 1992

Amending Policy No. 5634079

Effective Date 11/1/98

Countersigned by

[Signature]
Authorized Company Representative

Name of Insurance Company

Lexington Insurance Company

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier.

It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in this schedule are for information purposes only.

SCHEDULE OF LIMITS Public Liability

Type of Carriage 1	Commodity Transported	Minimum Insurance
(1) For-hire (in interstate or foreign commerce)	Property (Non-hazardous)	\$ 750,000
(2) For-hire and Private (in interstate, foreign or intra-state commerce)	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce; in any quantity) or (in intrastate commerce; in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce)	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000

1 NOTE - The type of carriage listed under numbers (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.